

## **VOLVO CARS GENERAL TERMS AND CONDITIONS FOR SERVICES**

Following terms can be found in the end of the document:

- SPECIFIC TERMS FOR TIME LIMITED DATA CONNECTIVITY SUBSCRIPTION FOR DIGITAL SERVICES
- SPECIFIC TERMS FOR SMART CHARGING

### **1. GENERAL**

- 1.1 These General Terms and Conditions for Services set out the terms and conditions on which you as a private customer (consumer) or corporate customer of Volvo Cars, may access and make use of services provided by Volvo Cars (the "**Terms**").
- 1.2 With "**Services**" we mean services related to a Volvo car or other services that Volvo Cars has agreed to provide to you.
- 1.3 The term "**you**" or "**your**" in these Terms refers to the private individual or the legal entity (as the case may be) being the user of the Services and our contracting party.

### **2. WHO WE ARE**

- 2.1 We are Volvo Car Sverige AB (reg. no 556034-3484), part of Volvo Car Group, and our registered address is Karossvägen 2, 418 78 Göteborg, Sweden or any such other legal entity within the Volvo Car Group that is specified in the Order Specification or the Specific Terms (as defined in Section 4.1 below) ("**Volvo Cars**", "**we**", "**our**" or "**us**" which also includes any affiliate of Volvo Cars ("**Affiliate**"). We are your contractual party and provider of the Services.

### **3. WHO YOU ARE**

- 3.1 You confirm that all the details provide to us are true and correct. You acknowledge and approve that we will communicate and contact you on the email address, phone number (including via text message) or other channel of communication that you provide to us. You are therefore responsible for at all time keeping the contact details we hold on you up to date and to contact our Customer Relations Centre (see Section 22) as soon as possible if you change any of your contact details.
- 3.2 You confirm (a) that you are capable of forming a contract, (b) if you are a natural person, that you are at the age of 18 or above, and (c) if you are a legal entity, that the person signing the Contract has the authority to do so on your behalf.
- 3.3 You also confirm that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that you will not sell, provide or transfer the right to access and make use of the Services to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, your order and your Contract will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.
- 3.4 Please note that your access to and use of some Services may be subject to the satisfactory completion of a credit check and verification process that includes a 'know your customer' check. In this process, certain documentation and personal information must be provided to either Volvo Cars or the relevant designated third party data services provider. In some cases, you may therefore be asked to submit

additional documentation to successfully pass the credit check and verification process.

#### **4. THE CONTRACT**

4.1 Your contract with us regarding any Services that we provide to you (the “**Contract**”) comprises of (as applicable):

- (a) the “**Order Specification**” – which is the summary, receipt, invoice or similar document (as the case may be) provided by us for your order for a particular Service and that may include, without limitation, information on the content, price and subscription term for the specific Service including any changes to the order specification that is confirmed by us in writing and/or changes made in accordance with what is set out in these Terms;
- (b) the “**Specific Terms**” – which are specific terms for a particular Service, that you either (i) accept separately when ordering a specific Service, (ii) find on our webpage, or (iii) find attached to these Terms;
- (c) these Terms; and/or
- (d) the “**Documentation**” – which is other information about a particular Service (that may contain legal terms and conditions as well as restrictions on how you are entitled to use a particular Service) available at various places throughout the Volvo Cars eco-system, such as in the car’s owner’s manual, the Volvo Cars app or in other service descriptions from us.

In case of any inconsistency between the different documents forming the Contract, they shall prevail in the order set out above.

4.2 Some Services may also be subject to Third Party Terms as further set out in Section 13.

4.3 In order to use a Service, you must accept these Terms, and in some cases also accept Specific Terms, and any applicable Third Party Terms (as further set out in Section 13).

4.4 Before you can use a Service that requires payment, you will need to complete an online order process, confirm your order and pay for the Service.

4.5 A binding contract is entered into between you and us for use of the relevant Service either when (a) you start using the Service, or (b) we approve your order (we reserve the right to at our sole discretion reject your order), whichever comes first.

#### **5. RIGHT OF WITHDRAWAL**

5.1 If you are a private individual (a consumer and not acting in the capacity as a sole trader) and the Contract has been concluded online or outside our or our agents’ or retailers’ premises, you have the right to withdraw or cancel (hereafter jointly referred to as “right of withdrawal”, “right to withdraw” etc) from your Contract within 14 days after entering into your Contract without giving any reason (in accordance with *lag (2005:59) om distansavtal och avtal utanför affärslokal*). To exercise your right of withdrawal, you must inform us of your decision to withdraw by a clear statement. You can do this by sending your withdrawal statement by post to our address noted above or by e-mail as set out in Section 20. You can use the standard form provided [here](#) to exercise your withdrawal, although that is not required (please note that if the link provided herein is not working properly you can always find the template on the webpage of the Swedish Consumer Agency (Sw. *Konsumentverket*)).

5.2 If you decide to withdraw from the Contract as set out above, we will without undue delay reimburse you for any payments which we have received from you in relation to the Contract. If you have used the Service in question before you exercise your right of withdrawal, we may make a reasonable deduction from the reimbursement corresponding to your use of the Service. If you have chosen recurring payments as

payment option under the Contract and such recurring payment will not cover the cost of the Service used, we will charge you for the remaining cost of such Service performed that is not covered by the payment you already have made to us.

- 5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction. If we agree to refund you by other means, we reserve the right to withhold the repayment until we have received all reasonably requested information from you (such as bank details etc.) in order to proceed with the repayment. You will not incur any fees from us as a result of the reimbursement.
- 5.4 Nothing in the Contract will affect your statutory rights, whether in relation to your withdrawal right or otherwise.

## **6. PAYMENT AND PAYMENT TERMS**

- 6.1 A Service can be offered to you at no cost or offered for a fee. The fee will be specified and presented when you sign up for the Service and also confirmed in your Order Specification. In case of recurring payments (including for Services provided on subscription), unless otherwise stated elsewhere in the Contract, the first payment is payable on the date the Contract starts and any subsequent payments are payable each month thereafter.
- 6.2 If the Service is subject to a fee, you are responsible to pay such fee through available payment options and on the due date in accordance with the payment terms specified for the Service.
- 6.3 You are also responsible for the payment of any taxes, such as VAT, related to the Service.
- 6.4 Where the Service shall be paid for online (including through the Volvo Cars app), we will use a secure online payment system via a third party payment provider.
- 6.5 You expressly authorize our payment provider to charge applicable fees through the chosen payment method as well as taxes and other charges you incur and agree to the handling of the payment transaction and the details provided and any other information necessary for a payment transaction to be executed by the relevant third party (including but not limited to fraud prevention).
- 6.6 You are responsible for ensuring (a) that we (or our third party payment provider, as applicable) are provided with the correct information in order to execute the transaction, including any changes thereof, and (b) that the amount to be paid can be deducted from your account at the time of payment.
- 6.7 Where payments are made through recurring payments you can chose to cancel these recurring payments and pay the outstanding remaining part of the fee for the Service, please contact our Customer Relations Centre for support.
- 6.8 Where payment shall be made through an invoice the payment instructions and the due date of the invoice will be specified on the invoice. Please note that an invoice may contain the fees for more than one Service in case you have signed up for multiple Services that all have invoice as the payment option.
- 6.9 We have the right to use a third party for collection and/or legal actions against you for non-payment of the fees. We reserve the right to claim damages from you for reasonable costs and/or expenses that we may have in relation to such actions, including but not limited to costs of such third party and any legal and administration costs.

## **7. SUBSCRIPTION OF SERVICES**

- 7.1 Some Services may be offered either through one-off purchase or through subscription, whereas some Services may be offered on a rolling subscription basis where the subscription will automatically be renewed, for instance on a monthly, quarterly or annual basis, and others for fixed periods.
- 7.2 The subscription will start on the date of the Contract unless otherwise set out in the Order Specification. If the subscription starts with a free trial, the trial will automatically transform into a paid subscription if you do not give us notice of cancellation before the end of the trial period.
- 7.3 For a fixed term subscription, you can be charged in advance for the entire subscription period or we may offer you to choose a recurring monthly payment during the fixed term subscription period. A fixed term subscription will not automatically be renewed.
- 7.4 For rolling subscriptions, you will be charged in advance for the entire subscription period. You can give notice of cancellation at any time, in which case your subscription will end upon the expiration of the then current subscription period (e.g. monthly, quarterly or annually as applicable) and you will be able to continue to use the Service in question until such expiration. If no cancellation is made, the subscription will automatically renew for a new period.
- 7.5 Some Services will need to be activated in the car before you can start using them. The subscription for such Services will however start upon the date of the Contract, unless otherwise set out therein, regardless of whether the activation has been made in the car or not.
- 7.6 For a Service provided on subscription that required activation, you must deactivate the Service in the car by the end of the subscription term at the latest. If you do not deactivate a Service that has terminated, we reserve the right to charge a penalty fee (up to an amount equivalent to the fee paid for Service during the subscription term) until you have completed the deactivation.
- 7.7 All Services subscriptions follow the car and not you, so if you sell the car then the subscription is available only to the new owner. You must inform us that you no longer own the car and cancel any ongoing rolling subscriptions to avoid future payments. The Services will remain available in connection with the car until the end of the relevant subscription period.
- 7.8 For the avoidance of doubt, this section 7 is not applicable to Services that is governed by the "Specific Terms for Volvo Car services related to car rental agreement".

## **8. HOW TO USE THE SERVICES**

- 8.1 You may not use the Services:
- (a) contrary to what is stipulated in the Contract, any Third Party Terms or any instructions provided by us; or
  - (b) in a way that would be in conflict with applicable laws or regulations, e.g. intellectual property rights or traffic regulations. Usage threatening the security of any Service as well as usage that may damage or interfere with our or a third party's technical infrastructure or other customer's use of such Service is also prohibited.
- 8.2 You must not damage, disable, or in any other way impair the Services or in relation to the Services introduce viruses, "worms", malware, spyware, "trojan horses" or other malicious code or programs that may damage the operation of the Services.
- 8.3 If you let another person use a Service, you acknowledge and agree that such use is entirely your responsibility. This means that any breach by a such a person of any terms set out in the Contract, any Third Party Terms and/or any instructions provided by us will be considered a breach made by you and you shall indemnify and hold us

harmless against any damage, cost or loss caused by such non-compliant use of such Service, including any third party claim relating to such use.

- 8.4 Certain features provided in the Services must only be used when you have the car in sight or otherwise are assured that it is safe to use and without risk of damage to property or persons, as described in these Terms, Specific Terms or the Documentation. All Services should only be used by you in compliance with applicable laws and should not be used for any illegal purposes or while committing any illegal activities.
- 8.5 You must use features and Services made available to you in accordance with any applicable road and traffic laws. Our features complement safe driving practices and are not intended to enable or encourage distracted, aggressive, or otherwise unsafe or illegal driving. Ultimately, you are responsible for safe and lawful operation of the car at all times. Any warranty regarding the suitability, safety or possibility to use a Service is subject to our disclaimers, as set out in Section 15 or elsewhere in the Contract.
- 8.6 Some Services (such as but not limited to your Volvo ID) may require a password, in which case you must choose a password that is difficult for others to reveal. We may establish requirements in respect of what is considered a sufficiently secure password. You are responsible for keeping your password secret and must not reveal it to anyone else. If you suspect that anyone else has gained unauthorised access to your password, you shall immediately change the password. If you suspect that anyone else has gained unauthorised access to any Services through your Volvo ID, please immediately contact us.

## **9. REGISTRATION OF A VOLVO ID ACCOUNT**

- 9.1 Some of the Services requires you to have an active Volvo ID. A Volvo ID is a unique, personal and non-transferable account and is how we provide you with access to Services within the Volvo Cars ecosystem. The Volvo ID and related functionality is a Service and governed by these Terms.
- 9.2 Some Services may require you to link your Volvo ID to one or more Volvo cars.
- 9.3 By registering a Volvo ID, you confirm that the data provided to us by you is and remains accurate and that the Volvo ID is created for use in accordance with these Terms. You also approve that we can contact you in relation to creating the Volvo ID on the email address, phone number (including via text message) or other channel of communication that you specified when you registered your Volvo ID in order to verify the provided channel of communication.
- 9.4 The use and/or creation of a Volvo ID and the use of any other Service under a false identity, or otherwise by means of incorrect information, is prohibited and may also be a criminal offence.

## **10. CHANGES TO THE TERMS AND CONDITIONS**

- 10.1 We may, from time to time, change these Terms and/or any Specific Terms and/or the Documentation. We will notify you at least 30 days in advance where the change is material or substantially changes your or our obligations. You may be required to accept changed terms before continuing to use the Service or your continued use will be deemed as acceptance to the changes.
- 10.2 You are always entitled to stop using the Service and terminate the Contract in accordance with the termination requirements set out in Section 19 if you do not agree to changes to these Terms, Specific Terms and/or the Services.
- 10.3 We may add or remove Services and functionalities or features in Services, discontinue, in whole or in part, providing or giving access to particular Services, as well as generally changing the Services or the access to keep the Services useful and up to date.

- 10.4 We have the right to change the fee for a Service over time. You will prior to a fee change be notified and will be given the possibility to cancel the Service prior to the increased fee will come into effect. For Services offered on subscription, fee changes will not become effective until upon the renewal of your subscription term, unless stated otherwise in the Specific Terms for the applicable Services.
- 10.5 In addition to fee changes in accordance with Section 10.4, we may change the fee of a Service at any time, including during any ongoing subscription term, as a result of circumstances outside of our reasonable control, such as new or amended legislation, statutes or government decisions or amended taxes (including VAT rate changes), duties or other charges which affect our costs in providing the Service to you. In such case, we will notify you at least two months in advance before the changes take effect for your Contract. Unless you inform us otherwise before the day on which the changes come into effect, we will assume that you accept the changes. If you inform us that you do not accept the changes, we may terminate the Contract upon the day the changes enter into effect. In such case, you will receive a refund of any subscription fees that you have paid us in advance in relation to the period after the termination date.

## **11. PROCESSING OF PERSONAL DATA**

- 11.1 We will process your personal data in relation to providing the Services to you. All processing will take place in accordance with applicable legislation as well as with our Privacy Policy and any applicable privacy notices, which you can find on our website, [Integritet | Volvo Cars](#).
- 11.2 If a service is provided by a third party outside the Volvo Car Group, such third party may be the controller for the personal data that such company processes in connection with performing the relevant service to you.
- 11.3 If you sell, transfer, lease or dispose of your car or your connected device you are solely responsible for detaching your Volvo ID to the car and deleting information about you contained in the car or any connected device.

## **12. PRIMARY DRIVER OF A VOLVO CAR AND CHANGE OF OWNERSHIP**

- 12.1 The **“Primary Driver”** of a Volvo car is the person who uses it in a permanent manner as a means of transport and/or is registered as the owner, lessee, subscriber or authorised user of the car at a national authority. The Primary Driver may not necessarily be the owner of the car and could e.g. be the lessee of the car while the leasing company is the owner or subscriber to the car. You must be the Primary Driver or have the Primary Driver’s clear and undisputed consent (**“Primary Drivers’ Consent”**) to use a Service in any way linked to a specific Volvo car or to link a Service to a specific Volvo car or to any other Service. We may at any time investigate whether you are the Primary Driver or have the Primary Driver’s Consent.
- 12.2 Any links made between a Volvo car and a Service or between different Services can at any time be deactivated as described in the Documentation. You are obliged to deactivate any links if you no longer are the Primary Driver of the car or no longer have the Primary Drivers’ Consent.
- 12.3 In case of a change of ownership and/or a change of the Primary Driver (if not the owner) of a Volvo car, you must promptly deactivate all Services related to the car by using the ‘reset to factory settings’. Depending on the car model and model year you may need to take the car to a local Volvo retailer to complete the reset and a fee may be payable. You must promptly deactivate the link between your Volvo ID and the transferred car as well as all Services and any related data. More information on how to deactivate the Services can be found in the Documentation. You can also ask your local Volvo Cars retailer or contact us.
- 12.4 If we become aware of any change of ownership and/or a change of the Primary Driver (if not the owner) of a Volvo car with one or more Volvo IDs linked to it, we may immediately block or deactivate these links unless you can show that you are the

Primary Driver or have the Primary Driver's Consent to continue using your Volvo ID in relation to the car. Unless required by applicable law, a Volvo car owner or Primary Driver will not have the right to access information about previous owners, Primary Drivers, or Volvo IDs previously linked to the car.

### **13. SERVICES PROVIDED BY A THIRD PARTY**

- 13.1 In order to activate and get access to digital services that are being provided by a third party service provider (that is not an Affiliate) you will have to separately accept and comply with the Third Party Terms.
- 13.2 We may also make Third Party Services available to you, in which case such Third Party Services must be contracted independently and directly by you with the specific third party providing the Third Party Services. We shall in no event be a party to an agreement between you and the third party providing the Third Party Services.
- 13.3 **“Third Party Services”** are services provided by an independent third party, separate from our Services, and our primary role is to make these available to you. You may be required to pay fees and/or accept the Third Party’s Terms as a condition of using the Third Party Service.
- 13.4 **“Third Party Terms”** are separate terms and conditions between you and a third party relevant to a Third Party Service.
- 13.5 Claims arising out of or which are related to a Third Party Service shall exclusively be dealt with between you and the third party, and to the extent permissible under law we shall not be liable for any loss or damage arising therefrom.
- 13.6 The Services may also contain links to third party applications or websites. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites. The inclusion of any link does not imply endorsement by us of the site.

### **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 All intellectual property rights in and to the contents of the Services (including but not limited to any software) are our or our Affiliates’ or licensors’ exclusive property. Unless the Contract otherwise allow, you are not granted any rights in or to any intellectual property rights.
- 14.2 We provide you with a licence for personal use of the content and the software linked to the Services. This licence, which may include intellectual property rights, is non-exclusive and, except as otherwise provided in these Terms, non-transferable. The licence may only be used for the purposes and in accordance with the usage restrictions specified in the Contract.
- 14.3 Unless permitted by law, you may not decompile, reverse engineer, attempt to derive the source code of, modify or create derivative works of the software associated with the Services and their content. Any breach of this restriction or other failure to comply with any term(s) of the licence provided herein may result in suspension or termination of the provision of the Services.
- 14.4 Unless otherwise indicated, marks, corporate logos, domain names and emblems are subject to our trademark rights or our licensors’ and, as the case might be, third parties’ trademark rights.
- 14.5 This licence provided herein ends when the Contract is terminated.

### **15. NON-PERSONAL DATA**

- 15.1 To be able to gain insights and statistical information about how our Services and products are being used and to be able to develop and improve the performance and quality of our services and products Volvo Cars has the right to access, use, aggregate, store, compile statistics and conduct analysis based on and share with

third parties non-personal data that is generated by your use of the Services and our products.

## **16. DISCLAIMERS**

- 16.1 The Services and all content are, to the extent permitted by law, provided “as is” and “as available” and we do not guarantee any kind of availability toward you. We may at any time perform maintenance work in relation to the Services resulting in limited access to, or suspension of, the Services. Furthermore, we make no warranties in relation to the Services, including but not limited to implied warranties of completeness, accuracy, satisfactory quality and fitness for a particular purpose.
- 16.2 With regard to Services that consist of or contain software, we may from time to time provide security updates and other updates that are required to be installed in order for the Services to continue to function as intended, either by way of remote over-the-air update or by way of manually installed updates that requires you to bring the car to an authorised repairer of Volvo Cars. If you do not install such updates within the prescribed time period or such other time period set out under law, we will not have any liability for faults or errors caused by the omitted installation.
- 16.3 We follow industry standards and processes to prevent the introduction of viruses, malware and malicious attacks that may harm the Services but cannot guarantee that the Services will be totally free from viruses or malware. We shall not be responsible for the presence of any such viruses or malware nor for any damage that they may cause, or loss that you may suffer, whether directly or indirectly, as a result of a virus that is traced to the Services.
- 16.4 Except as otherwise set out in the Contract and to the extent permitted by law, neither we, nor any of our Affiliates will have any liability to you or to any third party that arises out of or relates to provision of the Service or any dispute, controversy or claim that arises out of your actions or inactions.
- 16.5 Services may vary depending on your own access to a certain device (e.g. mobile devices or computers with specific software and operating systems). If your device is not equipped with the necessary technical features or does not fulfil the requirements set out in the Contract or any Third Party Terms for the particular Service, we are not obliged to provide you with the Service.
- 16.6 Services may also vary depending on car model and model year, your country of residence, where the car is registered, was sold and is used, your primary language, the mobile network provider, the infotainment system and application services providers. If the car is not equipped with the necessary technical features or if you have not performed updates or reparations of the car that is your responsibility or if you do not fulfil the requirements set out in the Contract or any Third Party Terms for the particular Service, we are not obliged to provide you with the Service.
- 16.7 We make information available about our Services and any applicable requirements which you should read and understand before you purchase or subscribe to that Service.
- 16.8 Any links made between the car and a Service or between different Services can at any time be deactivated as described in the Documentation.
- 16.9 With regard to remote vehicle services, which are wireless Services connected to your Volvo car provided through the Volvo Cars app aiming to support you and passengers in the event of accidents or car theft, such Services (a) do not constitute a contract of insurance, and Volvo Cars has no liability to any insurance company in respect of your Volvo car, (b) are not intended to substitute or replace any other anti-theft equipment installed in your Volvo car, (c) neither replace nor substitute any state or national emergency service available to you, and (d) must be used in accordance with all applicable laws and regulations. Volvo Cars makes no representations or warranties that a stolen vehicle will be recovered.



16.10 Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded, restricted or modified.

## **17. SPECIFIC TERMS FOR APP-STORE APPS**

17.1 If you accessed or downloaded any Services through a Volvo Cars provided app ("**Volvo Cars Provided App**") from an app store or distribution platform (like the App Store, Google Play or the Amazon Appstore) (each, an "**App Provider**"), then you acknowledge and agree:

- (a) only to use the Volvo Cars Provided App in accordance with what is permitted in any user terms provided by the App Provider. Moreover, these Terms have been agreed between you and us, and not with the App Provider, and likewise between us and the App Provider, we alone are only liable for the Volvo Cars Provided App. Therefore, the App Provider has no liability to provide any maintenance or support services as regards the Volvo Cars Provided App; and
- (b) if the Volvo Cars Provided App does not fulfil any applicable warranty, you can notify the App Provider and receive back the purchase price for the Volvo Cars Provided App. To the maximum extent permitted by applicable law, the app provider has no other warranty liability as regards the Volvo Cars Provided App.

17.2 If you are using a Volvo Cars Provided App designed for use on an Apple iOS-powered mobile device (an "iOS App") you also:

- (a) agree that Volvo Cars, and not Apple, is responsible for addressing any claims by you or any third-party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to, (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App;
- (b) agree that Volvo Cars, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App;
- (c) represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties;
- (d) agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App); and
- (e) agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you to the extent they relate to your license of the iOS App as a third-party beneficiary thereof.

## **18. LIABILITY**

18.1 Except as otherwise set out in the Contract and to the extent permitted by law, neither we nor our Affiliates will be liable for any:

- (a) incidental, special, exemplary, statutory, punitive or consequential damages, including lost profits, loss of data or goodwill, Service interruption, computer damage or system failure or the cost of substitute Services arising out of or in connection with the Contract or from the use of or inability to use the Services or content, whether based on warranty, contract, tort (including negligence),

product liability or any other legal basis, and whether or not we or our Affiliates or such other party has been informed of the possibility of such damage or was negligent, and even if a limited remedy set forth herein is found to have failed of its essential purpose; or

- (b) loss exceeding the amount that you have paid to us for the use of the Service in question in the 12 months preceding the event on which a claim is based.

18.2 We are not responsible where a Service is not available, has reduced or impacted availability or operation due to reasons beyond our reasonable control such as connectivity, geographic, or topographic conditions (such as remote locations, underground parking, tall buildings, hills or tunnels), third party services or products, damage to or your failure to maintain the car or the equipment in good working order or install required updates, government laws, rules or regulations, failure, congestion or outages of utility or wireless networks, cyber-attacks, war, act of God, natural disaster, inclement weather, labour strikes, unscheduled downtime, service or software updates or errors.

## **19. TERM AND TERMINATION**

19.1 The Contract will continue to apply until its term expires or it is terminated by either you or us in accordance with the Contract. Any payment obligations under the Contract will remain until the expiration or termination of the Contract and until the payments are made, unless otherwise set out therein.

19.2 If you have subscribed to a Service you may terminate such Service as set out in Section 7.

19.3 For the avoidance of doubt, if you receive multiple Services from us and your Contract relating to one Service is terminated, these Terms and any Specific Terms (as applicable) continue to apply for each of your remaining Services.

19.4 We reserve the right to, permanently or temporarily, discontinue the provision of the Services in the event of (a) your failure to comply with your payment obligations under the Contract, or (b) any other actual or reasonably suspected breach by you of these Terms and/or any Specific Terms.

19.5 In addition, we have the right to terminate any Service and the Contract relating to such Service with immediate effect if:

- (a) you are declared bankrupt, goes into liquidation, makes a composition offer, suspend your payments or in another way is proven to be insolvent;
- (b) you materially breach the Contract (whereas a failed payment for the avoidance of doubt always shall constitute a material breach);
- (c) circumstances change so that we cannot reasonably be expected to continue this Contract such as we become aware or have reasonable reasons to suspect that you have committed fraud in relation to your Contract, or we have reason to suspect that details provide by you in connection with the Contract, which have impact on our verification process, are not true and correct; or
- (d) our decision to cease offering the Service in their current format, worldwide or in a particular geographical area or any similar business reason which we in our sole discretion deem to be a reasonable cause to discontinue the provision of the Service.

19.6 With the termination of the Contract you may no longer use the Services provided thereunder.

19.7 If we have performed a credit check on you in relation to your order of a Service, we also reserve the right to in our sole discretion limit access to or cancel the Service in full or in part, from time to time, if your credit worthiness has deteriorated compared to your initial credit check. We will however use reasonable efforts, in our sole discretion, to give notice in advance regarding such changes in the Service.

- 19.8 If Volvo Cars intends to stop providing any Service, you will be notified of this within a reasonable time before the Service is terminated.
- 19.9 Termination will not affect any provisions of these Terms, any Specific Terms or Third Party Terms which by their nature are intended to continue to apply following termination including without limitation Sections 15 (Disclaimers), 18 (Liability), 21 (Other terms) and 23 (Governing law and jurisdiction).

## **20. NOTICES**

- 20.1 Any notifications you or we make under the Contract – for example, to cancel an order, to change any terms of the Contract, or to terminate the Contract – will only be effective if made by email or otherwise in writing. Oral statements will only be effective if confirmed by email or otherwise in writing by us.
- 20.2 All notices under the Contract shall be deemed to have been delivered upon (i) the time of transmission if sent by email, or (ii) two (2) days from the date of the postmark if sent by registered regular post, to the following addresses:

Volvo Car Sverige AB  
VAK HB2N, 405 31 Göteborg

[volvo-support-se@volvocars.com](mailto:volvo-support-se@volvocars.com)

### **To you**

To the email address provided by you to us.

## **21. OTHER TERMS**

- 21.1 Any waiver by us or you of any breach of the terms of the Contract by the other shall be in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either us or you to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.
- 21.2 We have the right to at our sole discretion transfer the Contract, or parts thereof, or any of our rights or obligations under this Contract to another third party. We will let you know if this happens.
- 21.3 We also have the right to delegate any of our obligations under this Contract to any party to comply with our obligations. However we are ultimately always responsible to you for the Services.
- 21.4 We may share information about you and the Contract with any person to whom we assign, transfer or delegate (or may potentially assign, transfer or delegate) any of our rights and/or obligations under the Contract.
- 21.5 If any provision of the Contract should be found invalid, you and we agree that the other terms of it will remain valid and unaffected.

## **22. COMPLAINTS**

- 22.1 If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again. You can do this by contacting our Customer Relations Centre, using the contact details on our [webpage](#) providing us with details of your complaint.

## **23. GOVERNING LAW AND DISPUTES**

- 23.1 The Contract and any dispute or claim out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Sweden, excluding the United Nations Convention on Contracts for the International Sale of Goods, without regard to its conflict of law principles.

- 23.2 The courts of Gothenburg in Sweden shall have exclusive jurisdiction (unless stated otherwise by law) to settle any dispute or claim arising out of or in connection with the Contract and/or any Specific Terms.
- 23.3 If you are a consumer you can also reach out to the National Board for Consumer Disputes (Sw. Allmänna reklamationsnämnden) Box 174, 101 23 Stockholm, see [www.arn.se](http://www.arn.se), for dispute resolution. If you are a consumer residing in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>.

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## **SPECIFIC TERMS**

### FOR TIME LIMITED DATA CONNECTIVITY SUBSCRIPTION FOR DIGITAL SERVICES

If your Volvo car comes with time limited embedded connectivity to enable the use of the digital services package which is further described in your car/Order Specification, these Specific Terms and the Volvo Cars General Terms and Conditions for Services (the "**General Terms**") shall apply. In case of any inconsistency between these Specific Terms and the General Terms, these Specific Terms shall prevail.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the General Terms.

The digital services are provided by Volvo Cars, regardless of whether you ordered the car directly through our digital channels or from a retailer.

Volvo Cars is not a provider of internet or telecommunication services.

#### **INITIAL SUBSCRIPTION TERM**

The initial subscription term for embedded connectivity to use the digital services, with the data usage limitations set out below, is set out in your car/Order Specification and included in the purchase price for your car. The subscription term is calculated from when the car is first sold as a new car and the subscription follows the car and not you. So if you sell the car (or return the car if you have a leasing contract), then the subscription will transfer over to the new owner who will take over the remaining time of the ongoing subscription term.

#### **PROLONGATION AND RENEWAL OF SUBSCRIPTION**

After the initial subscription term has ended, you will be offered continue to purchase connectivity data to enable the continued usage of the digital services package for a fee.

If you choose not to renew the connectivity subscription in your car, the embedded connectivity for the digital services package will be turned off, which will affect your user experience. You can continue to use Google Maps, Google Assistant and Google Play with your own data plan, such as via Bluetooth or WiFi hotspot tethering, but the user experience may not be the same. Further, certain apps in Google Play may be restricted and might require a renewal of the connectivity subscription in order to continue to fully function

Once the connectivity is turned off, this may also affect the functionality of other car applications and third party services and applications. You can however continue to use smartphone integration in the car, FM radio and connect your mobile phone via Bluetooth to stream audio. Other Volvo Car services will continue to run, if you do not renew the connectivity subscription, such as over-the-air software updates, connected safety features, emergency call, breakdown call services etc.

#### **DATA USAGE**

Please note that we apply a fair data usage policy to the connectivity subscription in terms of data consumption, and we reserve the right to suspend or limit your access to or use of your connectivity if your data usage is very high and disproportionate in relation to other users. The legitimate use of the digital services packages will not breach our fair usage policy, but you must not use the connectivity in an excessive or unreasonable manner. For more information, please see your car's Owner's Manual.

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## **SPECIFIC TERMS**

### FOR SMART CHARGING

These Specific Terms and the Volvo Cars General Terms and Conditions for Services (the "**General Terms**") shall apply for the smart charging service ("**Smart Charging**") provided through the Volvo Cars app. In case of any inconsistency between these Specific Terms and the General Terms, these Specific Terms shall prevail.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the General Terms.

#### **Service description**

If you drive a Volvo Cars battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) (jointly "**EV**"), you may be able to use Volvo Cars' Smart Charging service through the Volvo Cars app.

Smart Charging is a service that controls the time of the day your EV charges to optimise cost and environmental impact by charging when prices and/or demand is low.

You can set some parameters within Smart Charging, for example a minimum charge level, schedule time of departure however for Smart Charging to best operate you should ensure your EV is plugged in and Smart Charging is enabled so that the Smart Charging software has control.

If you need to charge your electric vehicle immediately you can temporarily suspend Smart Charging by pressing the 'charge now' button, and Smart Charging will resume when you either press the 'resume' Smart Charging button or when you begin your next charging session.

You can also switch Smart Charging on or off.

You can use your Volvo Cars app to see the forecasted prices on a day-ahead basis, and an estimated savings amount (calculated retroactively) enabled by Smart Charging. The forecasted prices and estimated savings shown within Smart Charging is based on the information published on Nord Pool, being an hourly spot price. Smart Charging uses this information in combination with Volvo Cars software to determine when charging takes place.

The information and data displayed in Smart Charging is only an indication, and not a perfect reading, of the actual electricity consumed or potential savings provided by using Smart Charging. The amounts shown also do not take into account the price you will actually be charged by your electricity reseller including any taxes or other costs. Smart Charging is provided on an 'as is' basis, with no form of guarantee or warranty to be available on an uninterrupted, secure or fault-free basis, or regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any of the information or data. The actual and final amount of any savings will depend on your usage and contract with your electricity reseller and/or grid operator.

Smart Charging can operate with or without any home EV charger (e.g. a wallbox), and at any private charging location.

Smart Charging should not be used if you are using a public charging service.

Smart Charging is only available in certain markets.

#### **Disclaimer and liability**

If you have a separate smart charging agreement with your electricity reseller that provides you with a discounted tariff or price for charging your EV, Smart Charging may not be suitable for you, and we recommend you check this before choosing to use Smart Charging.

Volvo Cars uses commercially reasonable efforts to ensure that Smart Charging is available for all eligible users but cannot be held liable in the event Smart Charging is not available, or for any damage or loss incurred by any Primary Driver in connection with the use of Smart

Charging (including failure to receive lower prices for charging your EV through a separate tariff from your electricity reseller).

Volvo Cars reserve the right to withdraw or amend these Specific Terms without prior notice at any time, for whatever reason, and without liability for doing so.

If you have any questions regarding Smart Charging, please contact us.

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